

Nowra Coaches Pty Ltd trading as Premier Motor Service Booking and Travel Conditions

To the fullest extent legally possible, all dealings between Nowra Coaches Pty Ltd ACN 000 824 902 trading as Premier Motor Service (and each of its subsidiaries, affiliates, associated companies, related entities, successors and assigns) (Premier) and any person (You) relating to any Premier Service are subject to the Booking Terms and Conditions set out below unless otherwise expressly agreed In Writing.

1. PARTIES

- 1.1 This agreement is between Nowra Coaches Pty Ltd trading as Premier Motor Service (**Premier**) and:
- (a) any purchaser of a ticket for a Premier Service;
 - (b) any purchaser of a voucher for a Premier Service issued by an agent authorised to issue tickets on behalf of Premier (**Ticket Issuing Agent**);
 - (c) any person named on a ticket or voucher as the proposed passenger for a Premier Service; and
 - (d) any passenger who boards a Premier Service.

"Premier Service" means all bus services operated by Premier including:

- (a) scheduled services operating on a regular long distance route (**Scheduled Services**);
 - (b) unscheduled services including without limitation chartered services and day tours (**Unscheduled Services**).
- 1.2 In this agreement, parties to the agreement other than Premier are referred to collectively as "you" (**You**).
- 1.3 You are deemed to have read and agreed to the terms of this agreement upon any of:
- (a) payment for Your ticket or voucher;
 - (b) acceptance of Your ticket or voucher; and
 - (c) boarding of a Premier Service.
- 1.4 Where the agreement refers to any obligation You have to Premier, each of You will be jointly and severally liable for the performance of the obligation, and the obligation applies to You whether or not each of You is a passenger on a Premier Service.
- 1.5 Where the agreement refers to Premier, the reference includes any employee, contractor, agent or assign of Premier whether acting in the course of their duties or otherwise.
- 1.6 The conditions of the agreement between Premier and You are set out below and subject to change without notice.

2. LIABILITY

- 2.1 You agree that Premier shall not be liable for the death, sickness of or any other injury to You or for any other loss or damage suffered by You in any circumstances, including:
- (a) arising from any act, error or omission of Premier ; and

- (b) arising from any act, error or omission of any passenger (including You), including where Premier contributes to that loss in any way.
- 2.2 You agree to indemnify Premier against any liability arising from any act, error or omission committed by You.
- 2.3 Without limitation to clauses 2.1, in the event Premier is liable to You for any reason, its maximum liability is limited to:
 - (a) an obligation to resupply the service;
 - (b) an obligation to pay the cost of resupplying the service; or
 - (c) otherwise limited to the maximum extent permitted by law.
- 2.4 Without limitation to any provision in this agreement Premier shall not be liable to You for indirect or consequential loss in any circumstances, including but not limited to:
 - (a) loss of earnings or profit;
 - (b) costs of alternative travel and accommodation; and
 - (c) loss of opportunity.

3. FARES AND PRICING

- 3.1 All prices and fares are subject to change without notice.
- 3.2 A ticket sold to You or voucher issued by a Ticket Issuing Agent will provide You with the number of seats specified on the ticket or voucher.
- 3.3 You warrant that:
 - (a) You do not require more than the number of seats specified on the ticket or voucher, unless you have specifically identified a particular need to Premier; and
- 3.4 You will fit and remain within the confines of a single seat for the duration of the service. Where, in Premier's sole discretion, You may occupy or require more than one seat Premier may:
 - (a) require You to purchase additional tickets at the same or additional cost; or
 - (b) where additional seats are unavailable, may refuse to permit You to board its service or may require you to disembark the service; and
 - (c) in the event that Premier refuses to permit You to board or requires You to disembark its service pursuant to this clause, You will not be eligible for a refund or to apply your ticket to future travel.
- 3.5 Where You are entitled to receive a discounted fare You warrant that You will provide to Premier, upon request at any time, proof of eligibility for the discounted fare type.
- 3.6 Where You do not provide to Premier proof of eligibility when requested, Premier may in Premier's sole discretion:
 - (a) require You to purchase a full priced ticket; or
 - (b) refuse to permit You to board its service or may require you to disembark the service; and
 - (c) in the event that Premier refuses to permit You to board or requires You to disembark its service pursuant to this clause, You will not be eligible for a refund or to apply your ticket to future travel.

- 3.7 You acknowledge that Express tickets are valid for 3 months from the date of the first travel sector.
- 3.8 Bus pass tickets are valid for either 3 or 6 months (as stated) and begin from the first sector of travel.
- 3.9 Pass tickets are for hop on, hop off travel in one direction only with no back-tracking permitted.

4. BOOKINGS

- 4.1 All bookings must be made 72 hours before departure and paid for in full by the assigned deadline for payment issued by Premier Motor Service if You want a guaranteed seat on that Premier Service.
- 4.2 Premier reserves the right to cancel and re-sell any tickets not paid for in full before the required time in clause 4.1;
- 4.3 A booking made prior to the time of departure must be made through:
 - (a) the reservations office on 133 410;
 - (b) the Premier Motor Service Office;
 - (c) our online booking site at www.premierms.com.au ;
 - (d) an authorised Ticket Issuing Agent; or
 - (e) onboard ticket purchase.
- 4.4 You must confirm Your booking at least 24 hours in advance by calling the reservations office on 133 410 and quoting your booking number or by emailing reservations@premierms.com.au and quoting your booking number.
- 4.5 Premier has absolute discretion whether to accept a booking.
- 4.6 If you are a Bus pass ticket holder, You must book your individual sectors of travel prior to boarding (We recommend at least 48 hours prior to the scheduled departure time of the booked Premier Service). Sectors of travel can be added online at the 'maintain booking' link on www.premierms.com.au or via the reservations office on 133 410.
- 4.7 You are required to check-in at Premier Offices in the Sydney, Surfers Paradise or Brisbane Coach Terminals at least 30 minutes prior to the scheduled departure time of the Premier Service, and for all other locations are required to be ready and waiting at the designated pick up point at least 20 minutes before the scheduled departure time of the Premier Service from that point. Premier may re-sell your seat if you do not comply with this clause 4.7.
- 4.8 You must provide photo identification in the form of a licence or passport if requested by Premier upon check-in and or boarding of the vehicle
- 4.9 You must provide proof of purchase in the form of a manual ticket, printed e-ticket or screen shot of the booking or confirmation on a mobile device (with booking and ticket numbers visible) upon check-in or boarding of the vehicle.
- 4.10 For Unscheduled Services:
 - (a) Premier may agree to provide services to and from any location, at any time, at its absolute discretion;
 - (b) Premier may refuse a request for pickup at a given location or a given time at its absolute discretion; and
 - (c) Premier Services do not extend to locations inaccessible by bus.

5. CANCELLATIONS

- 5.1 Premier reserves the right to cancel any Premier Service at any time for any reason.
- 5.2 Without limitation to clause 2, Premier will not be liable for any costs incurred by You as a result of a cancelled Premier Service, including consequential damages or the cost of alternative travel arrangements, including without limitation for any failure to meet a subsequent journey on any form of transport.
- 5.3 Your ticket is subject to the following cancellation charges:
- (a) 20% cancellation fee applicable if the booking or ticket is cancelled after the purchase of the booking or ticket;
 - (b) 20% cancellation fee applicable for a Bus pass ticket if the ticket has not been activated, no travel sectors have been booked and it has been cancelled after purchase;
 - (c) 50% cancellation fee applicable if the booking is cancelled within 24 hours of the scheduled departure time of the booked Premier Service;
 - (d) 100% cancellation fee for a discounted fare (including RED);
 - (e) 100% cancellation fee if Bus pass ticket has been activated, travel sectors are booked and ticket has been cancelled; 100% cancellation fee if You fail to board the booked Premier Service;
 - (f) 100% cancellation fee if You cancel within 6 hours prior to the scheduled departure time of the booked Premier Service.

6. REFUNDS

- 6.1 Subject to clause 5.3, all bookings are non-refundable.
- 6.2 Subject to clauses 6.3 to 6.5, bookings are transferrable.
- 6.3 A booking cannot be transferred to another Premier Service within 6 hours prior to the scheduled departure time of the booked Premier Service.
- 6.4 If You make a request to alter the booking not less than 6 hours prior to the scheduled departure time You may, subject to the payment of any rebooking fee which may apply:
- (a) rebook onto a similar Premier Service, to the same or lesser value than the original ticketed price or to a higher priced ticket, subject to payment of the difference in value between the lower and higher valued tickets, provided that the Premier Service is scheduled to depart within 3 months from the date of the first travel sector booked on the ticket; or
 - (b) make Your booking open dated for a Premier Service to a similar or lesser value to the original ticketed price or to a higher priced ticket, subject to payment of the difference in value between the lower and higher valued tickets, in which case the ticket will be valid for up to 3 months from the date of the first travel sector booked on the ticket.
- 6.5 In reference to 6.4(a) and 6.4(b), no refunds will be available for the transfer of tickets to Premier Services of a lesser value than the original ticketed price.
- 6.6 Tickets for Premier Services are not transferable to other persons.

7. FIRST AID

- 7.1 You and all passengers on the Premier Service are required to comply with Premier's reasonable directions at all times with respect to first aid situations.

7.2 You and all passengers on the Premier Service are required to inform yourself of the location of First Aid facilities.

7.3 You and all passengers on the Premier Service are required to inform Premier as soon as is reasonably possible of any injuries or illness that arise on or in connection with a Premier Service.

8. TIMETABLES AND BOARDING TIME

8.1 Premier will endeavour to meet departure and arrival times as stated in its timetables (for Scheduled Services) or as arranged with you (for Unscheduled Services) but Premier gives advice on journey times in good faith and does not guarantee the commencement or completion of any journey at any specific time. Without limitation to clause 2, Premier will not be held liable for loss, damage or inconvenience caused by an act of God, cyclones, flooding, fire, highway and road closures, traffic delays, the actual journey time, mechanical issues, cancelled services, missed connections and/or breakdown of the vehicle including consequential loss or the costs of alternative travel or accommodation, including without limitation for any failure to meet a subsequent journey on any form of transport.

8.2 Premier reserves the right to change its timetables and routes at any time without notice and alter Your reservation to the nearest available alternative Premier Service.

8.3 Premier may, at its sole discretion, refuse to permit You to travel if you fail to attend at the departure location of the Premier Service and provide Premier with Your reservation details before the required time as stated in clause 4.7 .

8.4 You acknowledge that You are solely responsible for being at the departure location of the Premier Service, including at any stop or meal-break during the Premier Service, and that Premier is not responsible for ensuring that you are on board the Premier Service.

9. CONDUCT OF PASSENGERS

9.1 You are required to comply with Premier's reasonable directions at all times.

9.2 Premier may refuse carriage to You or remove You from its vehicle(s) or service(s), if in the opinion of Premier , in its sole discretion, You:

- (a) may be under the influence of intoxicating liquor or drugs;
- (b) may become or are objectionable, disorderly or unruly towards other persons inside or outside of the vehicle;
- (c) may become or are sick;
- (d) may become or are violent, aggressive or abusive;
- (e) smoke on any Premier Service;
- (f) carry or consume or appear to be under the effect of alcohol or drugs
- (g) carry or consume food or beverages on any Premier Service;
- (h) if You or your baggage may put the safety of the vehicle or the safety or health of any person in the vehicle in danger or at risk;
- (i) if you have used threatening, abusive or insulting words towards any person or otherwise behaved in a threatening manner;
- (j) if carrying your baggage may materially affect the comfort of any person in the vehicle;

- (k) if you require special assistance but have not made prior arrangements with us;
- (l) if you have made a threat;
- (m) because you have committed misconduct on a previous service offered by Premier and we have reason to believe that such conduct may be repeated;
- (n) if You are, or We reasonably believe that you are, in unlawful possession of drugs;
- (o) have an appearance or odour which may cause discomfort or offence to other persons including other passengers;
- (p) do not comply with minimum dress standards, including failure to do any of the following:
 - (i) wearing suitable footwear;
 - (ii) wearing a shirt/top; or
 - (iii) wearing shorts, trousers and/or a skirt;
- (q) are dressed in such a manner as he/she may cause offence, discomfort to other passengers;
- (r) breach any condition of this agreement;
- (s) break any law; or
- (t) disobey any reasonable directive given by Premier .

9.3 In the event that Premier refuses carriage to You or removes You from its vehicle(s) or service(s) pursuant to this clause:

- (a) no refund will be provided to You of any unused travel segments;
- (b) any travel segments travelled prior to You being removed will be deemed to have been travelled; and
- (c) Premier will not be liable for any loss, including consequential loss or the cost of alternative travel.

9.4 You must wear a seatbelt where the vehicle is fitted with seatbelts.

9.5 You are not permitted to place any part of Your body outside the vehicle whilst the vehicle is moving.

10. WARRANTIES REGARDING NEED FOR ASSISTANCE

- 10.1 You must disclose, at the time of booking if You or any passengers have any physical or mental condition that may restrict Your access to and from, and on the vehicle/s. If You cannot board, disembark or move around the vehicle/s unaided or with reasonable assistance from Premier, You are required to be accompanied by a personal assistant/carer during the entire journey.
- 10.2 A disability aid will be allowed, but must be disclosed at the time of booking.
- 10.3 For the avoidance of doubt, a disability aid, in relation to a person with a disability, is equipment (including a palliative or therapeutic device) that is used by the person and provides assistance to alleviate the effect of the disability.
- 10.4 If You have sight/and or hearing disabilities and require an assistance animal to travel with You, You must disclose the requirement for the assistance animal at the time of booking the ticket. Assistance animals will travel free of charge and will be allocated an extra seat next to the passenger if available.

- 10.5 For the avoidance of doubt, an assistance animal means an animal referred to in section 9 (Disability Discrimination – guide dogs, hearing assistance dogs and trained animals) of the *Disability Discrimination Act 1992* (Cth).
- 10.6 Premier may require You to provide evidence of Your need for an assistance animal together with proof that the animal accompanying You is an assistance animal specifically trained and accredited for the purpose of assisting You.

11. INFANTS AND UNACCOMPANIED CHILDREN

- 11.1 An infant is:
- (a) on a non-contracted Premier Service, a person that is 2 years old or younger; or
 - (b) on a contracted Premier Service, a person that is 4 years old and under.
- 11.2 Only one infant per fare paying passenger will travel free of charge.
- 11.3 You warrant that any infant travelling on a Premier Service will be supervised at all times by a parent or guardian. A guardian must be at least 16 years old.
- 11.4 An infant who is travelling on a Premier Service will not be allocated their own seat unless there are spare seats to accommodate them. Where there are no spare seats available to accommodate them, infants will be required to be carried at all times by their parent or guardian.
- 11.5 A child is between 5 years old to 14 years old.
- 11.6 A child that is 9 years old or younger and travelling on a Premier Service must be accompanied at all times by a parent or guardian.
- 11.7 A child that is between 10 years old and 12 years old, who is travelling unaccompanied on a Premier Service, must provide a completed Unaccompanied Child Form (available on the Premier website, and from selected Ticket Issuing Agents) to the driver of the vehicle/s. This form must be completed and signed by a parent or guardian responsible for the child. A name, address and contact telephone number of the person/s meeting the child at the destination must be provided.
- 11.8 Any child travelling on a Premier Service must be accompanied by a parent or guardian at the time of boarding the vehicle/s.
- 11.9 The person(s) nominated as meeting the child in the Unaccompanied Child Form must be at the destination at least 15 minutes prior to the scheduled arrival time.
- 11.10 Release of an unaccompanied child will only be effected upon proof of identity of the person meeting the child at the destination as per the Unaccompanied Child Form.
- 11.11 If the person(s) responsible for the unaccompanied child is/are not present at the destination at the scheduled arrival time the driver will be required to notify Premier and deliver the child to the nearest police station.
- 11.12 For safety reasons, unaccompanied children will not be carried where there are no other passengers booked on the Premier Service.

12. PASSENGER PROPERTY

- 12.1 All vehicles are subject to restrictions as to their carrying capacity as imposed by statute. You accept that Premier shall be the sole judge as to whether and to what extent Your luggage and effects can be carried.
- 12.2 The following items are expressly prohibited from Premier vehicle/s:
- (a) glass containers (within the confines of passenger cabin);

- (b) fuel or petrol containers or gas bottles;
 - (c) generators;
 - (d) fire arms and weapons of any type, including but not limited to knives, blades, or sharp items of any kind;
 - (e) animals, with the exception of assistance animals approved by Premier in accordance with clause 10.4; or
 - (f) items the driver reasonably determines are unsuitable for carriage because they are dangerous, unsafe or because of their weight, size, shape or character, or which are fragile or perishable.
- 12.3 The total amount of baggage entitlement per passenger is 1 piece (excluding carry on baggage). You must pay \$10 for each additional piece of excess baggage. No one piece of luggage is to exceed 20 Kilograms or be larger than 90cm x 75cm in dimension. Premier reserves the right to refuse any baggage they consider to be dangerous or hazardous.
- 12.4 Any non-standard luggage items such as surfboards or bicycles are charged as per the Premier freight schedule. Such items are subject to space availability on the booked Premier Service.
- 12.5 You are solely responsible for all baggage, including carry on baggage, which is carried at Your own risk.
- 12.6 You warrant that any personal effects, baggage or other goods taken or placed on or in the vehicle/s will not, either directly or indirectly, cause any loss or damage to Premier or any other passenger or any other personal effects, baggage or other goods on the vehicle/s.
- 12.7 Without limitation to clause 2, Premier shall not, under any circumstances, including any negligent act or omission of Premier, be liable for loss, theft or damage of baggage or personal effects.

13. PRIVACY OF PERSONAL INFORMATION

- 13.1 In the course of our dealings with You, Premier may collect personal information about You. Any personal information will be collected, used, stored and disclosed in accordance with Premier privacy policy, available on Premier's website www.premierms.com.au. By accepting these terms and conditions you will be deemed to consent to Premier treating Your personal information in accordance with Premier's privacy policy.
- 13.2 If You provide personal information about a third party to Premier (whether for the purpose of booking on a third party's behalf, providing a contact point for a charter or otherwise), Your provision of that information is governed by federal and state privacy law. In order to comply with privacy law, Premier requires You to notify the third party of Your disclosure of their personal information to Premier and to refer the third party to Premier privacy policy, available on Premier's website.
- 13.3 If we have refused to carry you due to one or more of the reasons outlined in clause 9.2, we may share your personal information with third parties if we deem it is necessary for security or safety purposes.
- 13.4 Any information regarding a booking or in relation to a passenger will not be released and/or discussed with any person without the correct booking and/or ticket number being provided to us.

14. LAW

- 14.1 This agreement is governed by and construed in accordance with the law of the State of New South Wales.

- 14.2 This agreement contains all the terms of the agreement between Premier and You, and no condition, warranty or other term is to be implied, either by statute or otherwise, except to the extent that the operation of these terms and conditions is excluded, restricted or modified by the *Competition and Consumer Act 2010* (Cth) . Premier will not be bound by any additional oral or written terms whether purporting to be part of these terms and conditions or collateral to them.
- 14.3 In the event that any term in this agreement should be held to be unenforceable that term shall be read down or severed and the remainder of this agreement shall continue to apply.